



**LAW CENTRAL**

**(ABN: 94 936 003 432)**

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**Contract of Service**

**Affiliate Club**

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## LawCentral Affiliate Club

The LawCentral *Affiliate Club* programme allows you to earn a referral fee from the LawCentral web site without incurring any costs yourself.

### What is in it for me?

LawCentral provides you with a choice of icons to place on your own website. These icons link through to the [www.lawcentral.com.au](http://www.lawcentral.com.au) website. When a visitor to your site, clicks on the icon, they are taken to the LawCentral home page. A unique tracking number identifies you as the source of the visitor. If the visitor then purchases a product from LawCentral, you receive a percentage of the transaction value. There is no requirement for you to do anything other than place the special LawCentral icon on your website. Where you place the icon is up to you. The more people that use the click through, the more money you make.

### What do I need to do?

To participate in the LawCentral *Affiliate Club* programme, simply return the **enclosed** application form. One of our team contacts you and arranges for your *Affiliate Club* to start earning you money straight away.



## LawCentral Affiliate Club Programme - Application Form

We \_\_\_\_\_ of  
(name the company or person who we send the cheque to)

\_\_\_\_\_ (“you”)

wish to provide a link from

http:// \_\_\_\_\_ (“your website”)

to the Law Central Co Ltd (“us”) our website via the LawCentral (“our website”) “Affiliate Club”.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ 200\_\_

Contact details of your Webmaster:

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Please fax this completed form back to Law Central Co Ltd on (08) 9325 5999

### ***Enrolment in the Programme***

We evaluate your application and notify you of our acceptance or rejection. We may reject your application if we determine that your site is unsuitable. Unsuitable sites:

- ◆ promote sexually explicit materials
- ◆ promote violence
- ◆ promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age



- ◆ promote illegal activities
- ◆ include "LawCentral," any other trademark of LawCentral or its affiliates, or variations or misspellings of any of them, in their URLs to the left of the top-level domain name (e.g., ".com", ".net", ".au", ".uk", etc.) -- for example, a URL such as "lawcentral.mydomain.com.au", "lawcentral" or "lawcentralstation.net" would not be acceptable.
- ◆ otherwise violate intellectual property rights.

You agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Programme at any time. You should also note that if we accept your application and your site is later unsuitable for the Programme, we may terminate this agreement.

### ***Links on Your Site***

Upon acceptance, we give you a unique link to our website.

LawCentral provides you with help and graphical artwork to use in linking to our website. To permit accurate tracking, reporting and the referral, we provide you with special "tagged" link formats. This is used in all links between your website and our website.

You earn referral fees only for activity on our site occurring directly through Affiliate Clubs. If you refer traffic to our website by means other than the Affiliate Club then no referral fee is paid.

By placing the Affiliate Club on your site, LawCentral may receive information about visitors to your site. You unconditional consent LawCentral's access to, receipt, storage, use, and disclosure of any and all such information. The use of such information is consistent with LawCentral's Privacy Statement contained on our website.

You agree that you will:

- ◆ not display or reference on your site, any trademark or logo of any third party seller on the LawCentral site;
- ◆ use any data, images, text, or other information obtained by you from us or our site ("**Content**") only in a lawful manner according to this agreement;



- ◆ not modify or alter any Content that consists of a graphic image, other than to resize it;
- ◆ not edit any Content that consists of text, other than to shorten its length;
- ◆ not sell, redistribute, sublicense or transfer any Content;
- ◆ not use any Content in a manner intended to send sales to any site other than the LawCentral site; and
- ◆ promptly delete any Content that is no longer displayed on the LawCentral site or that we notify you is no longer available for your use.

### ***Order Processing***

We process Product orders placed by customers who follow the Affiliate Club s from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically. We are responsible for all aspects of order processing and fulfilment. Among other things, we prepare order forms, process payments, cancellations, and returns, and handle customer service. We track transactions made by customers following the Affiliate Club . We provide to you reports summarising all transactions. The form, content, and frequency of the reports may vary from time to time in our discretion.

### ***Referral Fees***

We pay you referral fees based on the number and value of transactions. For a transaction to be eligible to earn a referral fee, the customer must click-through a Affiliate Club from your site to our site. The transaction must be completed during that single session. The session ends upon one of the following events: (a) the session times out after the customer's initial click-through, (b) the customer orders the Product, or (c) the customer exits the LawCentral website. We will only pay referral fees on such Products after order and payment occur.

We will not, however, pay referral fees on any Products that are purchased via our online feature after the customer has re-entered our site (other than through a Affiliate Club ). This applies even if the customer previously followed a link from your site to our site. A referral fee is only payable if the customer re-enters via the Affiliate Club .

You may not:



- read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity (no spying by you);
- in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site (you can't change our website);
- post or serve any advertisements or promotional content around or in conjunction with the display of our site (e.g., through any "framing" technique or technology or pop-up windows), or assist, authorise, or encourage any third party to take any such action (no advertising pop ups when the Affiliate Club is clicked);
- take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring (you can't say you are us); or
- seek to purchase or register any keywords, search terms or other identifiers that include the word "lawcentral" or variations thereof (for example "lawcenteral", "lawcentarl", etc.) for use in any search engine, portal, sponsored advertising service or other search or referral service. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement (you can't pretend to be us).

### ***Referral Fee Schedule***

You earn referral fees (subject to the other terms of the Agreement) based on qualifying transactions according to the referral fee schedule to be established by us.

The current referral fee schedule is: 10% of qualifying transactions (as defined below) for products that on the date of order are listed in our online catalogue and that arises directly from following a Affiliate Club on your site.

"**Qualifying Transactions**" are transactions derived by the transaction amount processed through the [www.LawCentral.com.au](http://www.LawCentral.com.au) website, excluding costs for returns and cancellations.

### ***Referral Fee Payment***

We send you a cheque for the referral fees earned on a quarterly basis.



We accrue and withhold the referral fees until the total amount due is at least \$50.00.

### ***Policies and Pricing***

All LawCentral rules, policies, and operating procedures concerning customer orders, customer service, and product transactions apply to those customers. We may change our policies and operating procedures at any time. You may not otherwise include price information in your Product descriptions.

### ***Responsibility for Your Site***

You are solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you are solely responsible for:

- the technical operation of your site and all related equipment
- the accuracy and appropriateness of materials posted on your site
- ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- ensuring that materials posted on your site are not libellous or otherwise illegal
- ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognise cookies on visitors' browsers

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, lawyers' fees) relating to the development, operation, maintenance, and contents of your site.

### ***You have no responsibility for our site***

Law Central Co Ltd is a public unlisted company. We host and maintain the website. We contract with third party suppliers who provide the content and Products on the website that we only host and maintain. You are not responsible for the quality of the Product or content. You are not in anyway related to those third party suppliers. You have no editorial or quality control over us for the hosting of the web site or any third parties'



Content. There is no referral fee relationship with any third parties. There is no profit share with any third parties.

This agreement is solely between you and us. It does not confer the right to seek referrer fees from third party suppliers that contract with us from time to time.

### **Term of the Agreement**

This Agreement begins when you accept it. Participation in the Programme will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all LawCentral trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Programme. You are eligible to earn referral fees only on transactions made during the term, and referral fees earned through the date of termination will remain payable only if the related transactions are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

### **Modification**

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Programme rules.

If any modification is unacceptable to you, you may terminate this agreement. Your continued participation in the programme following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

### **Relationship of Parties**

You and we are independent contractors, and nothing in this agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this agreement.





### ***Limitation of Liability***

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Programme, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Programme will not exceed the total referral fees paid or payable to you under this Agreement.

### ***Disclaimers***

We make no express or implied warranties or representations with respect to the Programme or any transactions made through the Programme (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

### ***Miscellaneous***

This Agreement is governed by the laws of Australia and the State of Western Australia, without reference to rules governing choice of laws. You may not assign this agreement without our prior written consent. Subject to that restriction, this agreement is binding on and enforceable against the parties and their respective successors and assigns.